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RECORDATION NO. 18344-2  
FILED FOR COUNSEL  
URBAN A. LESTER

MAR 16 1994 - 12 05 PM

INTERSTATE COMMERCE COMMISSION

0100144038

18.00

March 16, 1994

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Re: GATC Trust No. 93-1A

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) duly executed and acknowledged copies of a Trust Indenture Supplement No. 2 dated as of January 28, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Trust Indenture and Security Agreement duly filed with the Commission of July 27, 1993 under Recordation Number 18344.

The names and addresses of the parties to the enclosed document are:

Owner Trustee: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

Indenture Trustee: The First National Bank of Chicago  
One First National Plaza, Suite 0126  
Chicago, Illinois 60670

There is no railroad equipment involved in this filing.

RECEIVED  
OFFICE OF THE  
SECRETARY  
MAR 16 11 53 AM '94  
LICENSING BRANCH

*Strickland*  
*Alvord*

Mr. Sidney L. Strickland, Jr.

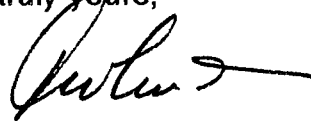
March 16, 1994

Page 2

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bg

Enclosures

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**3/16/94**

**OFFICE OF THE SECRETARY**

**Robert w. Alvord**

**Alvord & Alvord**

**918 16th St N.W. Suite 200**

**Washington, D.C. 20006**

**Dear Sir:**

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,

on **3/16/94** at **12:05pm**, and assigned  
recording number(s). **18344-D 18345-D & 18346-D**

**Sincerely yours,**

**Secretary**  
**SIDNEY L. STRICKLAND, JR.**

**Enclosure(s)**

RECORDATION NO. 18344-D FILED 1425

MAR 16 1994 -12 05 PM

INTERSTATE COMMERCE COMMISSION

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**TRUST INDENTURE SUPPLEMENT NO. 2**

**(GATC Trust No. 93-1A)**

**Dated as of January 28, 1994**

**Between**

**WILMINGTON TRUST COMPANY,  
not in its individual capacity  
but solely as Owner Trustee,**

**Lessor**

**And**

**THE FIRST NATIONAL BANK OF CHICAGO,**

**Indenture Trustee**

---

**Covered Hoppers and Tank Cars**

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## **TRUST INDENTURE SUPPLEMENT NO. 2**

**(GATC Trust No. 93-1A)**

This Trust Indenture Supplement No. 2 (GATC Trust No. 93-1A) dated as of January 28, 1994 (this "*Indenture Supplement*") is between Wilmington Trust Company, a Delaware banking corporation (the "*Lessee*"), not in its individual capacity but solely as Owner Trustee under the Trust Agreement (GATC Trust No. 93-1A) dated as of July 21, 1993 (the "*Trust Agreement*") between the Owner Trustee in its individual capacity and MetLife Capital, Limited Partnership, a Delaware limited partnership, as Owner Participant (the "*Owner Participant*"), and The First National Bank of Chicago, a national banking association, as Indenture Trustee (the "*Indenture Trustee*"). Capitalized terms used in this Indenture Supplement shall have the respective meanings specified in Appendix A to the Trust Indenture (as hereinafter defined) unless otherwise herein defined or the context hereof shall otherwise require.

### **WITNESSETH:**

WHEREAS, the Lessee and the Indenture Trustee have heretofore entered into that certain Trust Indenture and Security Agreement dated as of July 21, 1993 (GATC Trust No. 93-1A), as supplemented by Trust Indenture Supplement No. 1 dated July 29, 1993 (the "*Trust Indenture*");

WHEREAS, pursuant to Section 2.6 of the Participation Agreement, the Owner Participant shall, under certain circumstances, recalculate the payments or amounts, as the case may be, of Basic Rent, Stipulated Loss Values, Termination Values, Early Purchase Price and Basic Term Purchase Price;

WHEREAS, pursuant to its recalculation in accordance with Section 2.6 of the Trust Indenture, the Owner Participant recalculated Basic Rent, Stipulated Loss Values and Termination Values;

WHEREAS, in connection with its recalculation in accordance with Section 2.6 of the Trust Indenture, the Owner Participant is also making a concurrent prepayment on the Equipment Notes and is delivering a revised amortization schedule (each a "*Replacement Amortization Schedule*") to the Indenture Trustee for attachment to such Equipment Notes;

WHEREAS, pursuant to Section 2.6 of the Participation Agreement, the Owner Trustee has authorized each holder of an Equipment Note to attach the applicable Replacement Amortization Schedule to each Equipment Note; and

WHEREAS, the parties hereto desire to supplement the Trust Indenture in the respects, but only in the respects, hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

## **SECTION 1. SUPPLEMENT TO TRUST INDENTURE.**

The Trust Indenture is hereby supplemented as follows:

(a) Annex A to the Trust Indenture (Amortization Schedule) is hereby amended by deleting such Annex A in its entirety and substituting Exhibit A attached hereto in lieu thereof which, upon such substitution, shall be referred to hereinafter as Annex A for purposes of all the Operative Documents.

## **SECTION 2. MISCELLANEOUS.**

*Section 2.1. Governing Law.* **THIS INDENTURE SUPPLEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.**

*Section 2.2. Counterparts.* This Indenture Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Agreement.

*Section 2.3. Headings and Table of Contents.* The headings of the Sections of this Indenture Supplement and the Table of Contents are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.

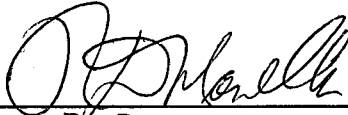
*Section 2.4. Reference to Trust Indenture.* Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Indenture Supplement may refer to the Trust Indenture (GATC Trust No. 93-1A) dated as of July 21, 1993, as supplemented by Trust Indenture Supplement No. 1 dated July 29, 1993, without making specific reference to this Indenture Supplement, but nevertheless all such references shall be deemed to include this Indenture Supplement unless the context shall otherwise require.

*Section 2.5. Ratification.* This Indenture Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

\* \* \* \* \*

In Witness Whereof, the parties hereto have caused this Indenture Supplement to be duly executed by one of its authorized officers and delivered, all as of the day and year first above written.

THE FIRST NATIONAL BANK OF CHICAGO, not in its individual capacity but solely as Indenture Trustee

By 

Name: R. D. Manella

Title: Vice President

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee

By \_\_\_\_\_

Name:

Title:




In Witness Whereof, the parties hereto have caused this Indenture Supplement to be duly executed by one of its authorized officers and delivered, all as of the day and year first above written.

THE FIRST NATIONAL BANK OF CHICAGO, not in its individual capacity but solely as Indenture Trustee


By \_\_\_\_\_  
Name:  
Title:

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee

By  \_\_\_\_\_  
Name: Donald G. MacKelcan  
Title: Financial Services Officer

State of Illinois )  
 ) SS  
County of Cook )

On this 2nd day of MARCH, 1994, before me personally appeared R. D. Manella, to me personally known, who being by me duly sworn, say that he is Vice President of The First National Bank of Chicago, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public  
" OFFICIAL SEAL "  
P J THOMPSON  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXP: 9/29/96

[Notarial Seal]

My commission expires:

State of Delaware )  
 ) SS  
County of New Castle )

On this \_\_\_ day of \_\_\_\_\_, 1994 before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, say that he is \_\_\_\_\_ of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My commission expires:

State of Illinois

)  
) SS  
)

County of Cook

On this \_\_\_\_ day of \_\_\_\_\_, 1994, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, say that he is \_\_\_\_\_ of The First National Bank of Chicago, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My commission expires:

State of Delaware

)  
) SS  
)

County of New Castle

On this 2<sup>nd</sup> day of March, 1994 before me personally appeared Daniel G. Madol CAP to me personally known, who being by me duly sworn, say that he is Financial Services Officer of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

*Sharon M. Brendle*

[Notarial Seal]

My commission expires:

SHARON M. BRENDLE  
NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 10, 1997

ANNEX A

**Amortization Schedule**

**6.86% Equipment Note**

**See Attached Page.**

GATC TRUST NO. 93-1A

6.86% Equipment Note

Amortization Schedule

<u>Payment Date</u>	<u>Percentage of Remaining Principal Balance Payable (1)</u>
28-Jan-95	2.00150793%
28-Jan-96	2.18249384%
28-Jan-97	2.38424956%
28-Jan-98	2.61004013%
28-Jan-99	2.86383484%
28-Jan-2000	3.15051942%
28-Jan-2001	3.47616337%
28-Jan-2002	3.84840461%
28-Jan-2003	3.07382002%
28-Jan-2004	3.00132187%
28-Jan-2005	10.18177102%
28-Jan-2006	11.74050817%
28-Jan-2007	10.88377763%
28-Jan-2008	14.11836640%
28-Jan-2009	17.60712125%
28-Jan-2010	22.88774593%
28-Jan-2011	31.78951608%
28-Jan-2012	49.91568772%
28-Jan-2013	13.93294491%
28-Jul-2013	100.00000000%

(1) The percentage should be applied to the remaining principal balance of the Equipment Note after giving effect to prepayment, if any, to be made on the payment date.

Pursuant to Section 2.10(c)(4) of the Trust Indenture and Security Agreement (GATC Trust No. 93-1A) dated as of July 21, 1983, as supplemented, and Section 2.6(d)(4) of the Participation Agreement (GATC Trust No. 93-1A) dated as of July 21, 1983, as amended, you are hereby directed to attach this amortization schedule in place of the original amortization schedule to the 6.86% Equipment Note (GATC Trust No. 93-1A) for all purposes of such Equipment Note.

WILMINGTON TRUST COMPANY,  
not in its individual capacity  
but solely as Owner Trustee

By: 

Name:

Title:

ARDEN M. KNOTT  
SENIOR FINANCIAL SERVICES OFFICER